

CONTRACT #4
RFS # 317.15-001-05

**Department of Finance &
Administration
Division of Health Planning**

VENDOR:
Vanderbilt University



RECEIVED
OCT 31 2006
FISCAL REVIEW

A non-competitive amendment (that meets the \$250,000 and over one year threshold) **must** be presented to the Fiscal Review Committee (FRC) if it meets **any** of the following conditions:

- A non-competitive amendment request is submitted to OCR;
- Increases the maximum liability;
- Adds new services or changes the scope of services; or
- Extends the term of the contract beyond the original term.

Use the following checklist to ensure copies of the proper documents have been submitted to FRC:

- ☒ ORIGINAL CONTRACT
 - If *new* non-competitive contract, actual language of the proposed contract (can be in draft form if necessary).
- ☒ SUMMARY SHEET FOR CONTRACT
- ☒ REQUEST FOR CONTRACT (Competitive or Non-Competitive)
- ☒ ALL PRIOR AMENDMENTS
- ☒ SUMMARY SHEET FOR EACH PRIOR AMENDMENT
- ☒ REQUEST FOR NON-COMPETITIVE AMENDMENT
 - If *new* amendment, actual language of the proposed amendment (can be in draft form if necessary).
- ☒ SUMMARY LETTER
 - Detailing terms of contract or amendment and the basic justification for the non-competitive procurement.
 - If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late.
- ☐ ANY SUPPORTING DOCUMENTS
- ☐ FULLY EXECUTED COPY OF FINAL DOCUMENT

FRC STAFF COMMITTEE CONTACT INFORMATION

Leni Chick
8th Floor, Rachel Jackson Building
(615) 253-2048 (direct)
(615) 253-3018 (fax)

leni.chick@legislature.state.tn.us

(Website) <http://www.legislature.state.tn.us/joint/Staff/FR/fr.htm>



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH PLANNING
312 Eighth Avenue North
Suite 1200 William R. Snodgrass Building
Nashville, Tennessee 37243-0287
Phone (615) 253-2861 Fax (615) 532-6950

RECEIVED

OCT 31 2006

FISCAL REVIEW

DAVE GOETZ
COMMISSIONER

LAURIE LEE
DIRECTOR

MEMORANDUM

TO: Jim White, Executive Director, Fiscal Review Committee

FROM: Laurie Lee

DATE: October 31, 2006

RE: Amendment 2 to Vanderbilt University Contract FA-06-16623

Please find attached a Non-Competitive Amendment request to extend the existing contract of the Vanderbilt School of Nursing for the professional services of Ms. Susan Cooper in the administration of Safety Net services. The base contract, Amendments 1 and 2 and supporting documentation are attached.

The existing contract for Ms. Cooper was initiated September 1, 2005 for the development and implementation of Safety Net services to assist individuals disenrolled from TennCare as a result of the reform process. The initial contract was procured through non-competitive negotiation due to the urgency of securing expertise for the implementation of short-term and long-term safety net programs and services. Ms. Cooper has experience and expertise in developing primary and specialty care programs and services with a specific focus on low-income and uninsured individuals. It was in the State's best interest to secure Ms. Cooper's consultative and management services quickly in order to meet the critical and urgent health conditions of TennCare disenrollees as they transitioned to alternative programs. The State negotiated the terms and conditions of the contract for Ms. Cooper's services.

Amendment 1 incorporated revisions suggested by the Comptroller's office in their November 29, 2005 memorandum. A non-competitive amendment request was not submitted for these corrections noted by the Comptroller.

The attached Non-Competitive Amendment Request 2 extends the contract termination date to December 31, 2006; increases the maximum liability to allow for the extension and related monthly increase; and expands the scope of services to include advice and assistance with the State's efforts to prevent and treat diabetes.

Amendment 2 is necessary to continue the professional, clinically based leadership of the Safety Net activity and to initiate the development and implementation of ProjectDiabetes.

Thank you for your consideration.



Vanderbilt University Medical Center

Office of Grants and Contracts Management

3319 West End Avenue
Suite 100
Nashville, TN 37203-6869

phone (615) 322-2281
fax (615) 343-2447

RECEIVED

OCT 31 2006

FISCAL REVIEW

August 31, 2006

Jim Shulman
Department of Finance and Administration
First Floor, State Capitol
Nashville, TN 37243

RE: VUSN: COOPER, SUSAN / STATE OF TENNESSEE SPECIAL POLICY ADVISOR
AGREEMENT (FA-06-16623-00)
VUMC31879-R

Dear Mr. Shulman:

Enclosed are two (2) originals of Amendment #2 to the above referenced agreement signed on behalf of Vanderbilt University. Please obtain the signatures of the appropriate State officials, and return one fully executed original to this office for our files.

If you have any questions, you may reach John Plummer, Contracts Analyst, at (615)343-2667 or john.p.plummer@Vanderbilt.Edu.

Sincerely,

Suzanne Starr
Administrative Assistant II

Enclosures (2)

REQUEST: NON-COMPETITIVE AMENDMENT

8-25-05

APPROVED

Commissioner of Finance & Administration
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED

1) RFS # 317.15-001-05

2) State Agency Name : Department of Finance and Administration

EXISTING CONTRACT INFORMATION

3) Service Caption : Safety Net

4) Contractor : Vanderbilt University

5) Contract # FA-06-16623

6) Contract Start Date : 9/1/2005

7) Current Contract End Date IF all Options to Extend the Contract are Exercised : 8/31/06

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$183,605.00

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment # 2

10) Proposed Amendment Effective Date : 9/1/06
(attached explanation required if date is < 60 days after F&A receipt)

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised : 12/31/06

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised : \$245,522.00

13) Approval Criteria :
(select one)

☒ use of Non-Competitive Negotiation is in the best interest of the state

☐ only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service :

The proposed amendment does three things: 1) extends the contract termination date to December 31, 2006; 2) increases maximum liability from \$183,605.00 to \$245,522.00 and 3) expands scope of services to include advice and assistance with the State's efforts to establish and operate a program to prevent and treat diabetes.

15) Explanation of Need for the Proposed Amendment :

This amendment is required in order to continue participation in the current safety net program by a competent nursing professional (Susan Cooper) and to participate in the startup and on-going operation of the Project Diabetes Program.

16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Bonnie Pilon, DSN, RN, SNAA
Senior Associate Dean for Practice, School of Nursing
Room 210 Godchaux Hall
Vanderbilt University
461 21st Avenue, South
Nashville, Tennessee 37240

17) Documentation of Office for Information Resources Endorsement :

(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :

(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

19) Documentation of State Architect Endorsement :

(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Department determined that a competitive negotiation for extension of existing services was the best alternative due to the need for continuity with Ms. Cooper's existing programs and services experience.

21) Justification for the Proposed Non-Competitive Amendment :

The Department determined that continuing the services of Ms. Cooper is in the best interest of the citizens of the State. Specifically, the Safety Net programs and the initiation of the State's targeted program on diabetes prevention and treatment benefit from Ms. Cooper's experience.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR—signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature

Date



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH PLANNING
312 Eighth Avenue North
Suite 2600 William R. Snodgrass Building
Nashville, Tennessee 37243-0287
Phone (615) 253-2861 Fax (615) 532-6950**

**DAVE GOETZ
COMMISSIONER**

**LAURIE LEE
DIRECTOR**

MEMORANDUM

TO: Dave Goetz
FROM: Laurie Lee
DATE: October 20, 2006
RE: **Proposed Amendment Effective Date**

This is to request a start date for the extension of the Vanderbilt contract for consultative services of Ms. Susan Cooper in advance of 60 days after receipt of the non-competitive contract amendment request. This amendment extends Ms. Cooper's contract for safety net programs and services and for the development of new diabetes treatment and prevention services.

The Department did not finalize the scope and duration of Ms. Cooper's services until late summer, which did not meet the 60 day advance notice requirement.

CONTRACT SUMMARY SHEET

060706

RFS # <div style="text-align: center; font-size: 1.2em;">317.15 — 001 — 05</div>		Contract # <div style="text-align: center; font-size: 1.2em;">FA-06-16623-02</div>	
State Agency Finance and Administration		State Agency Division Health Planning	
Contractor Name Vanderbilt University		Contractor ID# (FEIN or SSN) V-62-047-6822	

RECEIVED

OCT 31 2006

FISCAL REVIEW

Service Description Develop and manage the various components of the State's Safety Net programs. Amendment 2 extends the end date to 12/31/06, increases the funding to \$245,522.00 and includes advising and assisting the State with the prevention and treatment of diabetes.			
Contract Begin Date September 1, 2005	Contract End Date December 31, 2006	SUBRECIPIENT or VENDOR? Vendor	CFDA #

Mark Each TRUE Statement		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
<input checked="" type="checkbox"/> Contractor is on STARS			
Allotment Code 317.15	Cost Center 201	Object Code 083	Fund 11
		Funding Grant Code	Funding Subgrant Code
FY	State	Federal	Interdepartmental
2006	\$153,837.50		
2007	\$91,684.50		
		Other	TOTAL Contract Amount
			\$153,837.50
			\$91,684.50
			\$245,522.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey 20 th Floor, Tennessee Tower, 312 8 th Avenue, North Nashville, TN 37243 State Agency Budget Officer Approval 	
2006	\$153,837.50			
2007	\$29,767.50	\$61,917.00		
			Funding Certification (certification required by T.C.A. § 9-4-513 that there is no balance in the appropriation from which the obligated expenditures are required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
TOTAL		\$183,605.00	\$61,917.00	
End Date:		8-31-06	12-31-06	

Contractor Ownership (complete only for base contracts with contract prefix FA or GR)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	
Contractor Selection Method (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method		
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other		

Procurement Process Summary (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)	
The agency used a Non-Competitive Negotiation Process due to the urgency of securing expertise for the planning and implementation of short-term and long-term safety net programs and services. Ms. Cooper has demonstrated expertise in developing primary and specialty care programs and services with a specific focus on low-income and uninsured individuals. It is in the State's best interest to secure Ms. Cooper's consultative and management services quickly in order to meet the critical and urgent health conditions of TennCare disenrollees as they transition to alternative programs. The State negotiated the terms and conditions for Ms. Cooper's services.	

Amendment Number ~~1x~~ 2
To Contract FA-06-16623-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State," and Vanderbilt University, hereinafter referred to as the "Contractor," is hereby amended as follows:

1. Section A. is amended by adding as a new subsection A.3. the following:

A.3. The Contractor also agrees to provide Ms. Cooper's services, as requested by the State, to advise and assist the State on matters and for programs pertaining to the overall well-being of the citizens of the State of Tennessee, including, but not limited to, involvement in efforts to deal with both the prevention and treatment of diabetes.

2. Section B.1. is amended by deleting the language and punctuation "August 31, 2006" and by inserting instead the following:

December 31, 2006

3. Section C.1. is amended by deleting the language and punctuation "One hundred eighty-three thousand six hundred five dollars (\$183,605.00)" and by substituting instead the following:

Two hundred forty-five thousand five hundred twenty-two dollars
(\$245,522.00)

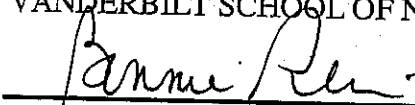
4. Section C.3. is amended by deleting the dollar amount "\$14,883.75" and by substituting instead the following:

\$14,883.75 (for the months of September 2005 through August 2006) and
\$15,479.10 (for the months of September 2006 through December 2006)

All other terms and conditions of this Contract not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

VANDERBILT SCHOOL OF NURSING:



Bonnie Pilon, DSN, RN
Senior Associate Dean for Practice

8/27/06

Date

Colleen Conway-Welch
Colleen Conway-Welch, Ph.D.
Dean

8-31-06
Date

VANDERBILT UNIVERSITY:

Jeff Kaplan
Associate Vice-Chancellor for Health Affairs

8/29/06
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr.
Commissioner

9-25-06
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M.D. Goetz, Jr.
Commissioner

9-25-06
Date

DEPARTMENT OF PERSONNEL:

N/A
Deborah Story
Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan
Comptroller of the Treasury

Date

CONTRACT SUMMARY SHEET

8-8-05

RFS # 317.15-001-05	Contract # FA06-16623-01
State Agency Finance and Administration	State Agency Division Health Planning
Contractor Name Vanderbilt University	Contractor ID # (FEIN or SSN) <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V-62-047-6822

Service Description

Develop and manage the various components of the State's Safety Net programs for TennCare disenrollees and to transition these programs and services into a Safety Net assistance plan for the uninsured. Amendment 1 corrects mistakes in the original language. pch

Contract Begin Date September 1, 2005	Contract End Date August 31, 2006	SUBRECIPIENT or VENDOR? Vendor	CFDA #
---	---	--	---------------

Mark, if Statement is TRUE

<input checked="" type="checkbox"/> Contractor is on STARS as required			<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
Allotment Code 317.15	Cost Center 201	Object Code 083	Fund 11	Funding Grant Code	Funding Subgrant Code
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2006	\$153,837.50				\$153,837.50
2007	\$29,767.50				\$29,767.50
TOTAL:					\$183,605.00

TO ACCOUNTS

RECEIVED
FEB - 3 PM 1:20
OFFICE OF
MANAGEMENT SERVICES

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2006	\$153,837.50	
2007	\$29,767.50	
TOTAL:		\$183,605.00
End Date:		8-31-06

State Agency Fiscal Contact & Telephone #

Maureen Abbey
20th Floor, Tennessee Tower, 312 8th Ave. North
Nashville TN 37243

State Agency Budget Officer Approval

Maureen Abbey

Funding Certification (certification, required by T.C.A., § 9-4-51-13, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Maureen Abbey

Contractor Ownership

<input type="checkbox"/> African American	<input type="checkbox"/> Disabled	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

Contractor Selection Method

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other

Procurement Process Summary

The Agency used a Non-Competitive Negotiation Process due to the urgency of securing expertise for the planning and implementation of short-term and long-term safety net programs and services. Ms. Cooper has demonstrated expertise in developing primary and specialty care programs and services with a specific focus on low-income and uninsured individuals. It is in the State's best interest to secure Ms. Cooper's consultative and management services quickly in order to meet the critical and urgent health conditions of TennCare disenrollees as they transition to alternative programs. The State negotiated the terms and conditions of the contract for Ms. Cooper's services.

RECEIVED

JAN 27 2006

AMENDMENT 1

TO CONTRACT FA-06-16623-00

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, and Vanderbilt University, hereinafter referred to as the "Contractor", is hereby amended as follows:

1. Delete Section B 1. and replace it in its entirety with the following:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on September 1, 2005 and ending on August 31, 2006. The State shall have no obligation for services rendered by the Contractor that are not performed within the specified period.
 2. Delete Section D 3. and replace it in its entirety with the following:
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- After March 1, 2006, the Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Contractor. The Contractor shall give the State at least sixty (60) days written notice before the effective termination date. If the Contractor exercises such option to terminate this Contract, the Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.

[remainder of page intentionally left blank]

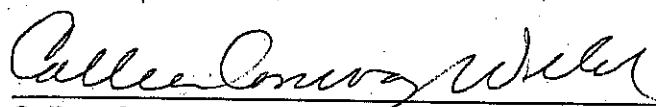
IN WITNESS WHEREOF:

VANDERBILT SCHOOL OF NURSING:


Bonnie Pilon, DSN
Senior Associate Dean for Practice

Date

1/10/06


Colleen Conway-Welch, Ph.D.
Dean

Date

1-11-06

VANDERBILT UNIVERSITY:

JAN 18 2006


Jeff M.S. Kaplan, Associate Vice Chancellor for Health Affairs Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M.D. Goetz, Jr., Commissioner MOA

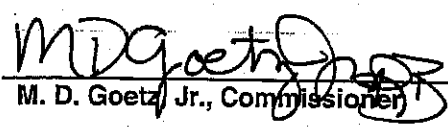
Date

1/25/06

jc

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

Date

FEB 01 2006

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

Date

2/3/06

S064

S T A R S
DOCUMENT FILE

02/07/06
07:47

DIRECT ACCESS:

FUNCTION: I (I, N), F1-HELP, F2-RETURN TO MENU, F4-END DIRECT ACCESS

DEPT: 317 DIV: 15 FFY: 06 FUND: 11 DOC NO: FA0616623 00 GL ACCT: 0450
PERIOD SELECTION: CMB (CMB PMB PY)

DESCRIPTION: 090105 SAFETY NET ASSISTANCE PLAN

COST CENTER: 201 OBJ: 083 AGY OBJ: SRC: AGY SRC:
ORG CODE: PROJECT: LOCATION:
PGM CODE: HPD ADM GRANT: SUB ACCT:
VENDOR NO: V620476822 00 VENDOR NAME: VANDERBILT UNIVERSITY HOSPITAL

DATE SEGMENT	DOCUMENT AMT:	
CREATE: 120105		153,837.50
LAST PROC: 120105	ADJUSTMENTS:	.00
CLOSE:	LIQUIDATIONS:	.00
DUE:	RECEIPT/PYMT:	.00
DOCUMENT: 083105	RETENTION:	.00
	BALANCE	153,837.50

Z26 NEXT RECORD RECALLED
Z41 ENTER INQUIRY DATA

508 ^F 00 \$153,837.50

506 01 \$153,837.50

8/31/06



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF MANAGEMENT SERVICES**

James K. Polk State Office Building
505 Deaderick Street, Suite 1400
Nashville, Tennessee 37243-0261
Phone (615) 401-7720

November 29, 2005

MEMORANDUM

TO: Robert Barlow

FROM: Mary Anne Queen *MAQ*

SUBJECT: FA-06-16623-00, Department of Finance & Administration and
Vanderbilt University, RFS 317.15-001-05

The first paragraph of Section D.3 of the contract referenced above states that the State shall give the contractor at least 30 days written notice before terminating the contract for the State's convenience.

The second paragraph of Section D.3 states that the contractor may also terminate the contract for its convenience. However, the next sentence states that the *State* shall give the contractor at least 60 days written notice before terminating.

It appears that the parties have been transposed in the second paragraph of Section D.3. We have approved the contract; however, it would be in the State's interest to correct the error.

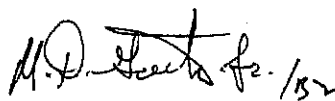
Please feel free to contact us if you have any questions.

Attachment

cc: Charles Bilbrey

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED



Commissioner of Finance & Administration

Date: 11/18/05

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	317-15-001-05	
2) State Agency Name :	Department of Finance and Administration	
3) Service Caption :	Safety-Net Programs and Services Planning and Implementation	
4) Proposed Contractor :	Vanderbilt University	
5) Contract Start Date (attached explanation required if date is < 60 days after F&A receipt)	September 1, 2005	
6) Contract End Date IF all Options to Extend the Contract are Exercised :	August 31, 2006	
7) Total Maximum Cost IF all Options to Extend the Contract are Exercised :	\$183,605.00	
8) Approval Criteria (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	<p>The Contractor will provide Ms. Susan Cooper's services to manage the various program components of the Safety Net to ensure that the goals of the Safety Net implementation are achieved.</p>	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	<p>The program changes in the TennCare program have necessitated the planning and implementation of both short-term and long-term "safety-net" programs and services, which require consultation, management, and other assistance from a contractor experienced in providing similar programs and services.</p>	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method it Used :	N/A	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)	3319 West End Avenue, Nashville, Tennessee 37203-6869	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :	<p>The Contractor employs Susan Cooper, M.S. who has considerable experience in primary care clinic management and operations,</p>	

Office of Contracts Review

C465
#716

including significant service to low-income populations, as well as expertise in project management and consulting.

14) Documentation of Office for Information Resources Endorsement:
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement:
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement:
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

The agency did not pursue a competitive procurement alternative due to the urgency.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process:
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The changes in the TennCare program have necessitated the planning and implementation of both short-term and long-term "safety-net" programs and services. The Contractor, through Ms. Cooper's experience and expertise is uniquely suited to assist the State of Tennessee in helping meet the short and long term needs and goals of the "safety net" programs and services. Because some of the "safety net" programs and provisions were needed to be implemented almost immediately to mitigate critical and urgent health conditions for various groups of TennCare enrollees being disenrolled, it would not have been in the State's best interest to engage in a competitive procurement methodology due to the time required.

REQUESTING AGENCY HEAD SIGNATURE & DATE:
(must be signed & dated by the procuring agency head or authorized signatory)

On. S. Gentry Jr.

11-18-05

Agency Head Signature

Date



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH PLANNING
312 Eighth Avenue North
Suite 1200 William R. Snodgrass Building
Nashville, Tennessee 37243-0287
Phone (615) 253-2861 Fax (615) 532-6950**

**DAVE GOETZ
COMMISSIONER**

**LAURIE LEE
DIRECTOR**

MEMORANDUM

TO: Dave Goetz
FROM: Laurie Lee
DATE: November 18, 2005
RE: Contract Start Date

This is to request a start date for the Vanderbilt contract for consultative services of Ms. Susan Cooper in advance of 60 days after receipt of the non-competitive contract request.

This contract is for implementation of short-term and long-term safety net programs and services. This contract will help develop programs and services to assist those persons disenrolled from TennCare and the broader population of uninsured in Tennessee with gaining access to needed medical and pharmacy services.

Therefore, speed of implementation is in the State's best interest.

8-8-05

Develop and manage the various components of the State's Safety Net programs for TennCare disenrollees and to transition these programs and services into a Safety Net assistance plan for the uninsured.

Mark, if Statement is TRUE	Mark, if Statement is FALSE
<input type="checkbox"/>	<input type="checkbox"/>

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
----------------	-------------	-------------	------	--------------------	-----------------------

317.15	201	083	11		
--------	-----	-----	----	--	--

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
----	-------	---------	-------------------	-------	-----------------------

2006	\$153,837.50			\$153,837.50
------	--------------	--	--	--------------

2007	\$29,767.50	UCL RELEASED	\$29,767.50
------	-------------	--------------	-------------

				REF 31 3335	
--	--	--	--	-------------	--

				DEC 01 2005	
--	--	--	--	-------------	--

				TO ACCOUNTS	
--	--	--	--	-------------	--

				TO ACCOUNTS	
--	--	--	--	-------------	--

TOTAL	\$188,885.00				
-------	--------------	--	--	--	--

TOTAL	\$183,605.00			\$183,605.00
-------	--------------	--	--	--------------

— COMPLETE FOR AMENDMENTS ONLY — State Agency Fiscal Contact & Telephone

Base Contract &	THIS Amendment	Maureen Abbey 20th Floor, Tattersall Tower, 210 8th Ave, New York, NY 10011-3603	20
-----------------	----------------	---	----

20 Floor, Tennessee Tower, 312 8 Ave. North
Nashville TN 37243

State Agency Budget Officer Approval _____

[illegible]

		Miles	W. H. Mason	Adm.	8 ER CE MT	7-10-69
--	--	-------	-------------	------	---------------------	---------

[Handwritten signature]

12/9/89 Funding Certification (certification required by H.C.A. 5-9-5-13) that there is a balance in the appropriation from which the proposed expenditure is required to be

paid that is not otherwise encumbered to pay obligations previously incurred)

[illegible]

TOTAL		DIRECTOR	2005	M	X	P. J. Hall
-------	--	----------	------	---	---	------------

End Date		<i>M. D. Jones Jr.</i>	<i>WTS</i>
----------	--	------------------------	------------

Contractor Ownership

☐ African American ☐ Disabled ☐ Hispanic ☐ Small Business ☒ NOT minority/disadvantaged

☐ Asian ☐ Female ☐ Native American ☐ OTHER minority/disadvantaged—

Contractor Selection Method: Qualifications

☐ RFP ☒ Competitive Negotiation ☐ Alternative Competitive Method

☒ Non-Competitive Negotiation ☐ Government ☐ Other

Procurement Process Summary

071130Z

DECLASSIFIED

NOV 16 2005

The Agency used a Non-Competitive Negotiation Process due to the urgency of securing expertise for the planning and implementation of short-term and long-term safety net programs and services. Ms. Cooper has demonstrated expertise in developing primary and specialty care programs and services with a specific focus on low-income and uninsured individuals. It is in the State's best interest to secure Ms. Cooper's consultative and management services quickly in order to meet the critical and urgent health conditions of TennCare disenrollees as they transition to alternative programs. The State negotiated the terms and conditions of the contract for Ms. Cooper's services.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
VANDERBILT UNIVERSITY

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Vanderbilt University, by and through its Vanderbilt University School of Nursing, hereinafter referred to as the "Contractor," is for the provision of the services of Susan Cooper, MSN, as Special Advisor on the Healthcare Safety Net, as further defined in the "SCOPE OF SERVICES."

The Contractor is a nonprofit corporation. The Contractor's address is:

3319 West End Avenue, Nashville, Tennessee 37203-6869

The Contractor's place of incorporation or organization is Nashville, Tennessee.

WHEREAS, Susan Cooper is a faculty member employed by the Contractor who has considerable experience in primary care clinic management and operations, including significant service to low-income populations; and

WHEREAS, Ms. Cooper has expertise in project management and consulting; and

WHEREAS, the program changes in the TennCare program has necessitated the planning and implementation of both short-term and long-term "safety net" programs and services; and

WHEREAS, based upon the unique experience and expertise of Ms. Cooper, the interests of the State require the procurement of the Contractor's services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein.

A. SCOPE OF SERVICES:

A.1. The Contractor will provide Ms. Cooper's services to manage the various program components of the Safety Net to ensure that the goals of the Safety Net implementation team are achieved. The Safety Net implementation team is charged with providing a set of programs and services that maximizes available funding, programs and other resources to assist those individuals who are being disenrolled from TennCare. The Contractor's work will be organized into two phases:

- 1) Phase One (60 days). Ms. Cooper will coordinate and manage the development of safety net programs and services. Some of the services have short-term implementation and duration; others have long-term implementation and duration. This work includes two components:
 - a. Project management. Ms. Cooper will be responsible for ensuring that the overall Safety Net programs and services are moving according to a defined schedule and that the various components are coordinated. She will work with the program directors charged with program implementation. The project plan will outline each component with identified milestones and accountabilities and will include a communication plan for each component.
 - b. Problem solving. Ms. Cooper will also be responsible for identifying issues associated with implementation that impede progress of the program and to facilitate a resolution that meets the program goals.

- 2) Phase Two. Upon completion of the first phase Ms. Cooper will work with the Department of Health Planning and relevant department directors to develop a long-term plan for Safety Net-related programs and services and a plan to transition those services (where appropriate) to the responsible departments.

A.2. The Contractor will provide Ms. Cooper's services, as requested by the State, to advise and assist the State of particular issues and program areas, including, but not limited to the development of programs to assist those individuals disenrolled from TennCare and uninsured Tennesseans.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on September 1, 2005 and ending on August 31, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One hundred eighty-three thousand six hundred five dollars (\$183,605.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Payment Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Payment Rates:

SERVICE

PAYMENT RATE PER
MONTH

One Month

\$14,883.75

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with

all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall not exceed five thousand dollars (\$5,000.00) during the period of the Contract.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- After March 1, 2006, the Contractor may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the Contractor. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. If the Contractor exercises such option to terminate this Contract, the Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate general liability and other appropriate forms of insurance, including adequate general liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract. It is agreed that Contractor may provide such coverage through a program of self-insurance. Contractor shall provide evidence of such self-insurance through a Certificate of Insurance which Contractor shall present for the State's review and approval, which approval shall not be unreasonably withheld.

Contractor shall provide notice to the State at least thirty (30) days in advance of any cancellation of coverage. Should such Certificate of Insurance have an expiration date prior to the expiration or other earlier termination of this Contract, the Contractor shall provide to the State, for review and approval, a copy of a renewal Certificate of Insurance.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Jim Shulman
Executive Assistant to the Commissioner
Department of Finance and Administration
1st Floor State Capitol
Nashville, Tennessee 37243

The Contractor:

Bonnie Pilon, DSN, RN, SNAA
Senior Associate Dean for Practice
School of Nursing
Room 210 Godchaux Hall
Vanderbilt University
461 21st Avenue, South
Nashville, Tennessee 37240

With a copy to:

Melinda Cotten, Director
Office of Grants and Contract Management
3319 West End Avenue, Suite 100
Nashville, Tennessee 37203-6869

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain;

entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

IN WITNESS WHEREOF:

VANDERBILT SCHOOL OF NURSING:


Bonnie Pilon, DSN
Senior Associate Dean for Practice

10/20/05
Date


Colleen Conway-Welch, Ph.D.
Dean

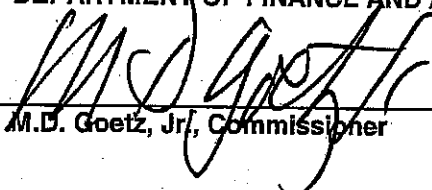
10/21/05
Date

VANDERBILT UNIVERSITY:


Jeff M.S. Kaplan, Associate Vice Chancellor for Health Affairs

OCT 24 2005
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M.D. Goetz, Jr., Commissioner

10-28-05
Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:


M. D. Goetz, Jr., Commissioner

10-28-05
Date

DEPARTMENT OF PERSONNEL:

N/A
Randy C. Camp, Commissioner

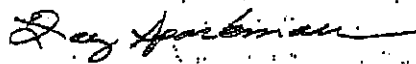
Date

COMPTROLLER OF THE TREASURY:


John G. Morgan, Comptroller of the Treasury

11-29-05
Date

FA CONTRACT INFORMATION SUPPLEMENT	
FOR ALL FA-TYPE CONTRACTS — COMPLETE <u>EITHER</u> SECTION A <u>OR</u> SECTION B	
Contract RFS #	317.15-001-05
Contractor:	Vanderbilt University
SECTION A— CONTRACTOR IS AN INDIVIDUAL	SECTION B— CONTRACTOR IS A COMPANY (e.g., sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee?	Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?
<input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months?	Was such employment within the past six months?
<input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)	<input type="checkbox"/> NO <input type="checkbox"/> YES (an approved rule exception permitting a contract within six months of employment is also required)
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?	Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?
<input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)	<input type="checkbox"/> NO <input type="checkbox"/> YES (the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)
SIGNATURE	
SERVICE CONTRACTS COORDINATOR	DATE

Producer Self Insurance Trust c/o Gerald B. Hickson, M. D. Vanderbilt University Medical Center CCC-5311 Medical Center North Nashville, TN 37232-		This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured Vanderbilt University Medical Center 610 Oxford House Nashville, TN 37232-4683		COMPANIES AFFORDING COVERAGE Company Letter A Vanderbilt Self Insured Trust Company Letter B Vanderbilt Workers Compensation Self Insured Company Letter C Company Letter D				
This is to certify that policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	<input checked="" type="checkbox"/> General Liability	Self Insured Trust	07/01/05	07/01/06	General Aggregate	
	<input checked="" type="checkbox"/> Commercial General Liability				Products-Comp/Op Agg \$5,500,000	
	<input checked="" type="checkbox"/> Claims Made				Personal & Adv. Injury \$5,500,000	
	<input checked="" type="checkbox"/> Occurrence				Each Occurrence \$5,500,000	
	<input checked="" type="checkbox"/> Owner's & Contractor's Prot. Professional Liability				Fire Damage (Any one fire) N/A	
					Med. Exp. (Any one person) \$5,000	
	<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	
	<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence Aggregate	
B	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	Self Insured	07/01/05	07/01/06	Statutory Limits X	
	Each Accident					
	Disease-Policy Limit					
	Disease Each Employee					
	Other					
Description of Operations/Locations/Vehicles/Special Items As respects to: Susan Cooper, MSN - Healthcare Safety Net contract						
State of Tennessee Department of Finance and Administration Attn: Laurie S. Lee 312 Eighth Avenue, North, 12 th Floor Nashville, TN 37247-4401				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Authorized Representative 		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE

10/20/2005

PRODUCER

877-945-7378

Willis North America, Inc. - Regional Cert Center
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

Vanderbilt University
610 Oxford House
Nashville, TN 37232-4683

INSURER A: Hartford Fire Insurance Company

19682-004

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	20UENVY8499	7/1/2005	7/1/2006	
		<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS LIABILITY				
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
		<input type="checkbox"/> RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

e: Susan Cooper, MSN - Healthcare Safety Net Contract.

Vanderbilt University provides self-insurance for Automobile Physical Damage.

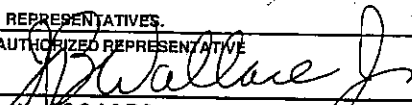
CERTIFICATE HOLDER

State of Tennessee
Department of Finance and Administration
Attn: Laurie S. Lee
312 Eight Avenue, NO, 12th Floor
Nashville, TN 37247-4401

CANCELLATION Except 10 days for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.